

Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION AND REASONS

Dispute Codes:

CNC, MT

Introduction

This hearing dealt with an application by the tenant pursuant to section 47 of the *Residential Tenancy Act* for an order to cancel the notice to end tenancy for cause. The tenant also applied for more time to make this application, pursuant to section 66.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The landlord was represented by her agent and the tenant was assisted by an advocate.

Issues

Does the landlord have cause to end the tenancy? Or should the notice to end tenancy be set aside? Is the tenant entitled to more time to dispute the notice to end tenancy?

Background and Evidence

The tenancy started on September 17, 2007. The monthly rent is \$1,900.00 due on the first of each month. The Notice to End Tenancy for cause dated March 28, 2009, was served on the tenant in person, on March 28, 2009.

Analysis:

Pursuant to Section 63 of the *Residential Tenancy Act*, the dispute resolution officer may assist the parties settle their dispute and if the parties settle their dispute during or prior to the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

Prior to this hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The landlord will withdraw her notice to end tenancy for cause and the tenancy will continue.
2. The tenant will make arrangements to pay her share of utilities in the amount of \$1,405.50.
3. The tenant will not dispute the notice to end tenancy pursuant to section 49, served on May 17, 2009 and effective July 31, 2009.

Conclusion

The tenancy will continue as per the terms and conditions of the above agreement between the landlord and the tenant

Dated June 01, 2009.

Dispute Resolution Officer